Agenda Item Form

Agenda Date: _07/20/04_

Districts Affected: All

Dept. Head/Contact Information: El Paso Water Utilities, Fred Loweree, (915) 594-5501

Type of Agenda Item:

☐Resolution
☐Tax Installment Agreements
☐RFP/ BID/ Best Value Procurement
☐Application for Facility Use
☐Interlocal Agreements
☒Other Personal Services Contracts

☐Staffing Table Changes
☐Tax Refunds
☐Budget Transfer
☐Bldg. Permits/Inspection
☐Contract/Lease Agreement

☐Board Appointments
☐Donations
☐Item Placed by Citizen
☐Introduction of Ordinance
☐Grant Application

Funding Source:

☒General Fund
☐Grant (duration of funds: _____ Months)
☐Other Source: _____

Legal:

☒ Legal Review Required   Attorney Assigned (please scroll down): Lupe Cuellar   ☒ Approved   ☐ Denied

Timeline Priority: ☒High   ☐Medium   ☐Low   # of days:_____

Why is this item necessary:

These are information technology contracts that need to be renewed on an annual basis.

Explain Costs, including ongoing maintenance and operating expenditures, or Cost Savings:

Salary & Benefits

Statutory or Citizen Concerns:

N/A

Departmental Concerns:

N/A

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the Mayor be authorized to sign a Contract between the **CITY OF EL PASO** and **YADIRA SAENZ DEL CAMPO,** to assist the El Paso Water Utilities as a Programmer Analyst, at a biweekly rate of $1,599.08, for 40 hours per week. The term of the contract shall be for the period of July 20, 2004 through July 19, 2005.

APPROVED this 20th day of July, 2004.

THE CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Guadalupe Cuellar
Deputy City Attorney

STATE OF TEXAS   )

)   **PERSONAL SERVICES CONTRACT**

COUNTY OF EL PASO   )

This contract entered into by and between the **CITY OF EL PASO**, a home rule municipal corporation hereinafter referred to as "City," and **YADIRA SAENZ DEL CAMPO**, hereinafter referred to as "Employee," witnesseth:

WHEREAS, the City, on behalf of the El Paso Water Utilities, desires to employ the Employee as a Programmer Analyst; and

WHEREAS, Employee possesses the skills to render said employment to the City.

NOW, THEREFORE, the parties hereto mutually agree as follows:

1. <u>SCOPE OF SERVICES</u>. Employee shall perform the services found in Attachment A, attached and made a part hereof, under the terms and conditions hereinafter stated, and the Employee hereby accepts and agrees to perform such services for the El Paso Water Utilities, in El Paso, Texas.

2. <u>TIME OF PERFORMANCE</u>. The services of Employee are to commence on or about July 20, 2004 and be completed by July 19, 2005.

3. <u>COMPENSATION AND METHOD OF PAYMENT</u>. Employee shall be paid at a biweekly rate of One Thousand Five Hundred Ninety-Nine and 08/100 Dollars ($1,599.08). The employee shall work a minimum of forty (40) hours per week. Employee is classified as an exempt employee under FLSA and is not eligible for overtime pay. The full time contract employee named in this Agreement shall be eligible for the following benefits:

      A. The City's Insurance Plans. The full time contract employee named in this Agreement who is currently enrolled in any of the City's insurance plans shall be eligible to continue to participate in and receive the benefits of those Plans in the same

manner as similarly situated full time regular City employees. If Employee is not currently enrolled in any insurance plan, she shall be entitled to enroll in accordance with the provisions of those Plans as they may be amended from time to time.

B. The City's Pension Plan, in accordance with the provisions of the Plan. Election to participate in the City's Pension Plan must be made at the time of signing of this contract. In calculating retirement benefits, Employee will receive credit for prior participating years of service with the City, including accumulated sick leave.

C. All paid holidays authorized by the El Paso City Council.

D. Accrual of vacation and sick leave in accordance with City of El Paso Civil Service Rules and Procedures. Employee shall be entitled to begin work as a contract employee with the total sick leave and annual vacation time he or she has accrued with the City as a beginning balance as of the date of this Agreement. Seniority for future accrual of vacation leave will be based on number of years of continuous City service immediately prior to the signing of this Agreement.

E. Deferred Compensation Plan in the same manner as similarly situated full time regular City employees.

F. Civil and Military leave in accordance with City of El Paso Civil Service Rules and Procedures.

G. Tuition Assistance Program under the terms of the City of El Paso's Policies/Procedures.

The City will provide no other fringe benefits. Employee agrees that at no time will she make a claim against the City for more than the rate provided under the terms of this contract.

4.   LOCATION OF PERFORMANCE. The place where such services are to be

performed is in the El Paso Water Utilities, City and County of El Paso, State of Texas, or such other places as may be directed by the City in order to fulfill the terms of this Contract.

5. LAW GOVERNING CONTRACT. For purposes of determining the place of the Contract and the law governing the same, it is agreed that the Contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the courts of El Paso County, Texas.

6. COMPLETE AGREEMENT. This agreement constitutes and expresses the entire agreement between the parties hereto in reference to the personal services of the Employee for the City, and in reference to any of the matters or things herein provided for, or hereinbefore discussed or mentioned in reference to such services, all promises, representations and understanding relative thereto herein being merged.

7. TERMINATION. Either party may terminate this contract without cause after ten (10) days written notice to the other party of the intention to terminate this contract, or at any time by mutual agreement of the parties. Should the City have cause to terminate this agreement, the contract may be terminated immediately upon notification to the Employee of the cause for termination. The right to terminate the contract under the provisions specified in this paragraph may be exercised by the Chief Administrative Officer on behalf of the City.

8. MISCELLANEOUS. The City shall provide such office space for Employee as is necessary, in the sole determination of the City, for Employee to carry out her duties under this Contract.

9. NOTICE. Any notices required under this contract shall be sufficient if sent by Certified Mail, Return Receipt Requested, postage prepaid, to the City or the Employee at the following addresses:

CITY: City of El Paso
                El Paso Water Utilities
                Attn: General Manager
                1154 Hawkins Boulevard
                El Paso, Texas

EMPLOYEE: Yadira Saenz Del Campo

IN WITNESS WHEREOF the parties have executed this agreement at El Paso, Texas this 20th day of July , 2004.

CITY OF EL PASO

_____
Joe Wardy
Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

EMPLOYEE:

_____
Yadira Saenz Del Campo
SSN:

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

_____
Guadalupe Cuellar
Deputy City Attorney

_____
Edmund Archuleta
EPWU General Manager

Attachment "A"

CONTRACT PROGRAMMER ANALYST

06/08/00

Summary

Under direction, analyze computer capabilities and usage, and write programs and documentation.
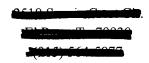
Typical Duties

Devise and recommend new or revised system and procedures, including justifications for proposed changes. Involves: studying existing systems and procedures of organizations to determine the feasibility of conversion to data processing or network application methods; determining information needs in coordination with personnel of the user departments by drawing detailed flowcharts and block diagrams or applying other related methods; estimating personnel requirements, cost and time for programming projects; preparing systems development project plans and schedules; evaluating design alternatives of existing and proposed information processing or network systems to ensure efficient utilization of resources; recommending technical solutions and improvements to automated systems; auditing and evaluating implemented system; analyzing program specifications for completeness and conformance to established standards; ensuring that project products meet departmental standards.

Write, test, implement, and maintain complex automated systems and computer programs. Involves: preparing complete and precise user instructions, programming and system documentation for implemented systems according to established standards; reporting programming activity and project status to management; analyzing software package and modifying to users need; providing technical assistance to operations and programming personnel in solving problems pertaining to operating system or debugging programs to analyze information work procedures and job methods; estimating and documenting resource requirements for input handling, processing and output preparation for each system function; preparing systems design alternatives in accordance with established standards; reviewing and approving proposed program logic; ensuring that programs are thoroughly tested before released as operational; documenting all programs; identifying documents and evaluating information requirements at various management and operating levels; developing programs to educate management and users in data processing capabilities and requirements; training functional end users in capabilities of their systems, assisting and familiarizing them with issues and problems related to their system.

Performs related duties as assigned. Involves: substituting, if assigned, for immediate supervisor during temporary absences by performing delegated duties and responsibilities sufficient to maintain continuity of normal operations and similarly performing any duties of subordinates or coworkers, if required; assisting in training new personnel on established programming standards and procedures, analyzing, identifying and resolving program problems.

YADIRA SAENZ DEL CAMPO

~~0510 S____ C___ C__.~~
~~E_ P___ T__ 79930~~
~~(915) 564-5077~~

EDUCATION
08/99-05/00

The University of Phoenix, Santa Teresa Campus, New Mexico
Master of Science in Computer Information Systems. (Degree to be completed)

Project Management, Data Base Management, Analysis of Information Systems, Operating Systems.

08/93-07/98

The University Of Texas At El Paso, El Paso, Texas
Bachelor of Business Administration in Computer Information Systems

Informational Technology, Systems Analysis and Design, Data Base Management, Strategic Management.

EXPERIENCE
06/02-Present

El Paso Water Utilities (EPWU), El Paso, Texas
Programmer Analyst

Participate in the design, development, test and documentation phases of Project Management Information System (PMIS). Application for project tracking and maintenance.
Provide maintenance and user support on a customized People Soft application. Completion of department requisitions.
Provide programming assistance and documentation of an enterprise application. Geographic Information System (GIS).
Implementation and maintenance of Land Administration Database and Records' Management PERMITS Database.
Development of User Guide Manual for Multiple Utilities Package Software (MUPS) Cash Receipting System.

08/98-04/02

Research Analysis and Maintenance, Inc. (RAM), El Paso, Texas
Computer Programmer

Participated in the analysis of custom software and graphics products.
Participated in the design, development, testing and documentation to produce software and graphics applications.
Participated in the development of a Graphical Enrollment Management System (GEMS). MS Access, Oracle and Visual Basic.

SKILLS

- *Bilingual in Spanish and English*
- *Computer Skills* Operating Systems Windows 95-2000 and MS DOS.
Applications Lotus 1-2-3, MS Works, Word Perfect, MS Office.
Programming Languages MS Visual Basic 6.0, COBOL, Seagate Crystal Reports 7, SQL*PLUS, C Programming, GW Basic, Personal Oracle7, DBase III plus, HTML, People Soft 7.04.